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TERMS OF SERVICE

Demir Deniz Group

Version 2026.3, effective 19 November 2026, replacing version 2026.2 of 24 October 2026

Important notice. Please read these Terms carefully before engaging Demir Deniz Group. By asking DDG to carry out work, by email or otherwise, or by entering into an engagement, you confirm that you have received and read these Terms and agree to be bound by them. An engagement is concluded as described in clause 4.

1. IDENTIFICATION

1.1 These Terms of Service (the "Terms") govern the relationship between Demir Deniz Group ("DDG", "we", "us" or "our") and any client ("Client" or "you") who engages DDG or asks DDG to carry out work, and the use of the DDG website.

1.2 Demir Deniz Group operates through the following two entities. Each of them may be the contracting party in an engagement:

	Demir Deniz Group (the Netherlands)	Nedcon Group (Türkiye)
Registered name	Demir Deniz, trading as Demir Deniz Group	Nedcon Group Yapı Malzemeleri İç ve Dış Ticaret Danışmanlık Limited Şirketi, trading as Demir Deniz Group
Registration	Netherlands Chamber of Commerce (KvK) No. 82584702	Kayseri Trade Registry No. 63401; MERSİS No. 0630140705900001
VAT	VAT No. NL003702160B36	As stated on the invoice
Address	Weesperstraat 107, 1018 VN Amsterdam, the Netherlands (headquarters)	Alsancak Mah. 217. Sk. No: 25, Kocasinan, Kayseri, Türkiye

1.3 Contact details: email global@demirdeniz.com and office@demirdeniz.com; telephone +31 6 2750 6344 (mobile), +31 85 212 7528 (office) and +90 551 368 0138 (Türkiye); website www.demirdeniz.com. DDG has offices in Amsterdam (headquarters), Enschede, Kayseri, Budapest and Jakarta.

1.4 The contracting entity for an engagement is the entity named in the engagement letter, offer or written confirmation of DDG. If no entity is named, the contracting entity is Nedcon Group (Türkiye) for Clients established or resident in Türkiye, and Demir Deniz Group (the Netherlands) for Clients established or resident in Europe or in any other country. In these Terms, "DDG" means the contracting entity for the engagement concerned.

1.5 Every engagement is accepted and carried out by DDG as an entity, even where the Client expressly or tacitly wishes a specific person to carry it out. Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code do not apply. Employees of DDG and third parties engaged by DDG for an engagement are

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not personally bound or liable towards the Client and may invoke these Terms.

2. SCOPE

2.1 These Terms apply to:

(a) every inquiry and every request for services made to DDG;

(b) every offer, engagement letter, retainer agreement and service contract of DDG;

(c) all services provided by DDG, including follow-up and additional work; and

(d) the use of the DDG website and its content.

2.2 Our services are primarily intended for businesses, governments and other professional parties. Where the Client is a natural person who does not act in the course of a business or profession (a "Consumer"), Annex A also applies. In case of conflict, Annex A prevails.

2.3 Where a separate written agreement exists between DDG and the Client, that agreement prevails over these Terms in case of conflict, and these Terms apply in addition to it. General terms and conditions of the Client do not apply unless DDG has expressly accepted them in writing.

2.4 For visitors to the website who do not engage DDG, only clauses 10.3, 11.5, 13 and 16 apply.

2.5 DDG makes these Terms available before or at the conclusion of every engagement: with every offer and engagement letter, through a link in the email signature of DDG, on the DDG website at www.demirdeniz.com/terms.pdf, and free of charge on request. If these Terms were not provided before the engagement was concluded, DDG provides them with the written confirmation under clause 4.4. They then apply to the engagement if the Client accepts them, expressly or by continuing to instruct DDG after receiving them.

3. SERVICES

3.1 DDG is a cross-border advisory firm that advises clients worldwide. Our services are advisory in nature. Where local representation before courts or authorities is required, DDG works with independent local partners, whom the Client engages directly.

3.2 DDG provides services in the following areas:

(a) International legal advisory: cross-border legal frameworks, contract structuring, regulatory compliance and due diligence;

(b) Mediation and dispute resolution: mediation in international commercial disputes, negotiations and cross-cultural conflicts;

(c) Strategic and investment consulting: investment memoranda, feasibility studies, PPP frameworks and Build-Operate-Transfer (BOT) structures for infrastructure, energy, logistics and pharmaceutical projects;

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(d) Due diligence and risk advisory: due diligence for cross-border transactions, investment screening and counterparty checks;

(e) Project direction and management: direction of international projects, including investor representation and government liaison;

(f) Trade and energy advisory: advice on international trade in energy products and other commodities, and the introduction of suitable parties to one another; and

(g) Criminological and forensic advisory: criminological analysis for legal proceedings, compliance frameworks and forensic advice. DDG does not hold a licence as a private investigation agency under the Dutch Private Security Organisations and Investigation Agencies Act (Wpbr) and does not carry out private investigations within the meaning of that Act.

3.3 In trade and energy matters DDG acts as an independent adviser and introducing party. DDG is remunerated through fees, commission and expenses invoiced by DDG under clauses 5 to 7. DDG does not act as a broker, mandate holder, commercial agent or financial intermediary, does not join consortia and does not take ownership of goods. DDG is not involved in letters of credit, bank guarantees, proof of funds or other payment instruments, and does not receive or hold funds on behalf of others. Every such engagement is subject to a prior compliance review.

3.4 Preliminary discussions, presentations and contacts in which the Client does not ask DDG to carry out work are exploratory and do not oblige either party. As soon as the Client asks DDG to carry out work, clause 4 applies.

4. FORMATION OF THE ENGAGEMENT

4.1 An engagement (a contract for services within the meaning of article 7:400 of the Dutch Civil Code) is concluded at the earliest of the following moments:

(a) the moment the Client signs an engagement letter, retainer agreement or service contract;

(b) the moment DDG accepts instructions of the Client in writing;

(c) the moment the Client asks DDG by email, or by another written message such as a text or WhatsApp message, to carry out work for the Client, such as giving advice, reviewing or drafting documents, conducting research or due diligence, contacting third parties or attending a meeting, unless DDG declines the request under clause 4.3 without undue delay; or

(d) the moment DDG starts work at the request of the Client.

4.2 A request under clause 4.1(c) binds the Client. From the moment of the request, the Client owes DDG the fees for all work carried out under clause 5, the expenses under clause 7 and, where agreed, commission under clause 6. This applies whether or not an engagement letter is signed later, and regardless of the outcome of the work.

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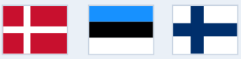








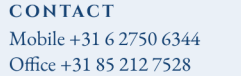


4.3 DDG may decline a request, in whole or in part, without giving reasons. In that case no engagement arises for the declined request or part and DDG charges nothing for it.

4.4 DDG confirms the engagement and the fee arrangement in writing as soon as reasonably possible, and attaches these Terms, including the dispute resolution clause in clause 16, to the confirmation. The confirmation is deemed correct unless the Client objects in writing within three (3) working days after receiving it. The absence of a written confirmation does not affect the formation of the engagement under clause 4.1.

4.5 A person who asks DDG to carry out work on behalf of a company or other organisation warrants that he or she is authorised to do so.

4.6 The Client shall:

(a) provide DDG with accurate, complete and timely information needed for the services;

(b) inform DDG promptly of any material change that may affect the engagement;

(c) ensure that all instructions are lawful and do not infringe the rights of third parties; and

(d) cooperate in good faith throughout the engagement.

4.7 DDG and its consultants act as independent contractors. Nothing in these Terms creates an employment relationship, partnership, joint venture or agency between DDG and the Client.

4.8 DDG may engage third parties, such as local partners, sworn translators or experts, where this is useful for the engagement. Where the Client is to bear the costs of such third parties, DDG first agrees this with the Client.

5. FEES

5.1 Unless agreed otherwise in writing, DDG charges its work at an hourly rate of EUR 200 (two hundred euro), excluding VAT.

5.2 Time is recorded in units of six (6) minutes. Chargeable time includes all work for the Client, such as advice, analysis, research, drafting and reviewing documents, correspondence, telephone and video calls, meetings, consultations with third parties and travel time.

5.3 For each engagement DDG and the Client may agree another or an additional fee arrangement, such as:

(a) a fixed amount for the engagement or for a phase of it;

(b) a periodic retainer, for example per month;

(c) a success fee;

(d) commission under clause 6; or

(e) a combination of these.

The engagement letter or the written confirmation of DDG states which arrangement applies. A fixed amount covers only the work described for it. Additional work is charged at the hourly rate.

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5.4 DDG may adjust its hourly rate once a year with effect from 1 January. DDG announces the change in writing at least one month in advance. The new rate applies to work carried out after the effective date, including ongoing engagements.

5.5 Estimates of time or costs are indications and are not binding, unless DDG has expressly agreed a fixed price in writing.

5.6 All amounts are exclusive of VAT and other taxes, which are charged in addition where applicable.

6. COMMISSION

6.1 In engagements concerning trade, energy, commodities, investments or projects, DDG and the Client may agree a commission. The engagement letter or the written confirmation of DDG states:

(a) the basis of the commission: a percentage of the transaction value, a fixed amount per unit (for example per barrel, per metric tonne or per MMBtu) or a fixed amount;

(b) whether the commission is payable once or on a recurring basis; and

(c) the moment of payment, if it differs from clause 6.4.

6.2 Where a recurring commission is agreed, it is due for every delivery, shipment, cargo, invoice or period (for example per month) under the transaction, for as long as the transaction continues between the Client and the party introduced or assisted by DDG. This includes extensions, renewals, rollovers, amendments and repeat orders.

6.3 Unless agreed otherwise, commission is also due on every transaction that the Client, or a company affiliated with the Client, concludes directly or indirectly with a party introduced by DDG, or with a company affiliated with that party, during the engagement and within twenty-four (24) months after its end.

6.4 Unless agreed otherwise, commission is earned on the date on which payment is made under the transaction for the relevant delivery or period. DDG invoices the commission and the Client pays it within seven (7) days after the invoice date.

6.5 Within ten (10) working days after each delivery or period, the Client provides DDG with the information needed to calculate the commission, such as contracts, invoices, bills of lading and quantity certificates. If the Client does not do so, DDG may estimate the commission on a reasonable basis.

6.6 Commission is payable in addition to fees and expenses, unless it has been agreed in writing that the commission replaces them.

6.7 DDG accepts remuneration from another party in the same transaction only after informing the Client in writing in advance and obtaining the written consent of the Client.

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7. EXPENSES

7.1 In addition to fees and commission, the Client reimburses all expenses that DDG incurs for the engagement, after declaration. These include travel and accommodation costs, car mileage, public transport and flights, extracts from registers, court, registry and filing fees, sworn translations, legalisation and apostilles, courier and postage costs, and the fees of third parties engaged under clause 4.8.

7.2 DDG declares its expenses on a statement attached to the invoice, with copies of receipts where available. Expenses are charged at cost, without a mark-up. Car mileage is charged at the rate stated in the engagement letter or, if no rate is stated, at the maximum tax-free mileage allowance applicable in the Netherlands at that time.

7.3 DDG may ask the Client to pay large expenses, such as flights or fees of third parties, in advance before DDG incurs them.

8. INVOICING AND PAYMENT

8.1 DDG invoices every two weeks. Each invoice states the time spent, recorded in units of six minutes, a description of the work and the declared expenses. Commission is invoiced per delivery or period, and fixed amounts in accordance with the agreed schedule.

8.2 Invoices are payable within seven (7) days after the invoice date, without any deduction, set-off or suspension.

8.3 If payment is late, the Client is in default without notice and owes statutory commercial interest under article 6:119a of the Dutch Civil Code, as well as reasonable extrajudicial collection costs.

8.4 Objections to an invoice must be made in writing within seven (7) days after the invoice date. An objection does not suspend the obligation to pay the undisputed part.

8.5 Payments are made only by bank transfer to the account stated on the invoice. DDG does not accept cash payments. DDG never changes its bank details by email alone. In case of doubt, the Client shall verify the bank details with DDG by telephone before paying.

8.6 DDG may require an advance payment before it starts or continues work. The amount and currency are stated in the engagement letter or the written confirmation. Until the advance has been received in full, DDG has no obligation to start or continue work. Work that DDG nevertheless carries out at the request of the Client is charged under clause 5. The advance is set off against the final invoice, unless agreed otherwise, and is not a maximum fee.

8.7 If an invoice is not paid on time, DDG may suspend its work after giving written notice, without being liable for any resulting loss.

8.8 Where an engagement is given by more than one Client, each of them is jointly and severally liable for all amounts due.

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9. CONFIDENTIALITY

9.1 Each party shall keep confidential all confidential information of the other party that it receives in connection with an engagement, and shall not disclose it to third parties without prior written consent. This does not apply to disclosures to its own advisers and to third parties engaged under clause 4.8 who are bound by confidentiality, or to disclosures required under clause 12.4.

9.2 Confidential information includes business strategies, financial data, investment structures, project details, client identities, technical information, advice and any other information marked or recognisable as confidential.

9.3 The confidentiality obligation does not apply to information that:

(a) is or becomes public other than through the fault of the receiving party;

(b) was lawfully known to the receiving party before disclosure; or

(c) must be disclosed by law, court order or a competent authority. In that case the receiving party shall, where lawful, inform the other party promptly and limit the disclosure to what is required.

9.4 The confidentiality obligation continues for five (5) years after the end of the engagement.

9.5 Communications between the Client and DDG are not covered by a statutory right of non-disclosure (legal professional privilege). Where the law, a court or a competent authority requires it, DDG may be obliged to disclose information. The Client should take this into account before sharing information with DDG.

10. INTELLECTUAL PROPERTY

10.1 The Client may use reports, memoranda, analyses and other deliverables made by DDG for the Client for its own purposes after full payment of all amounts due. Any transfer of intellectual property rights in deliverables requires a separate deed signed by DDG, which may be included in the engagement letter.

10.2 DDG keeps all rights in its existing methods, tools, models, templates, know-how and processes ("Background IP"). The Client receives a non-exclusive, non-transferable licence to use Background IP contained in deliverables for its own purposes in connection with the engagement.

10.3 All content of the DDG website, including texts, design and branding, belongs to DDG. It may not be reproduced or used for commercial purposes without prior written consent.

11. LIABILITY

11.1 The total liability of DDG towards the Client, whether in contract, tort or otherwise, is limited to the amount that the Client has actually paid to DDG under the relevant engagement up to the moment of the event that caused the loss, with a maximum of ten thousand euro (EUR 10,000).

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11.2 DDG is not liable for:

(a) indirect or consequential loss, including loss of profit, loss of business and reputational damage;

(b) loss caused by incorrect or incomplete information from the Client;

(c) loss caused by decisions of the Client where the Client did not obtain independent verification although this was reasonably required; or

(d) loss caused by acts or omissions of third parties, including local partners engaged directly by the Client.

11.3 The limitations in this clause 11 do not apply in case of intent or deliberate recklessness of DDG or its managerial staff, or where liability cannot be limited by law.

11.4 DDG does not guarantee any particular result. Advice reflects professional judgement based on the information available at the time.

11.5 Information on the DDG website is general and is not legal, financial or investment advice. DDG gives no guarantee that it is accurate, complete or up to date.

11.6 A claim against DDG lapses if it is not submitted in writing within twelve (12) months after the Client became aware, or could reasonably have become aware, of the facts on which it is based.

12. COMPLIANCE, ANTI-BRIBERY AND SANCTIONS

12.1 DDG and the Client shall comply with all applicable laws, including laws on anti-money laundering and counter-terrorist financing, data protection, export control and sanctions.

12.2 DDG has a zero-tolerance policy towards bribery and corruption. Neither DDG nor any person acting for it shall offer, pay, request or accept any bribe or improper payment. The Client confirms that it complies with all anti-bribery laws that apply to it, such as the Dutch Criminal Code, the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act.

12.3 DDG does not work with persons, companies or countries subject to sanctions of the United Nations, the European Union, the United Kingdom or the United States (OFAC). The Client confirms that neither it nor its shareholders, directors or ultimate beneficial owners are subject to such sanctions, and shall inform DDG immediately of any change.

12.4 DDG may identify and verify the Client, its ultimate beneficial owners and relevant counterparties before and during an engagement, including their financial capacity. The Client shall cooperate fully and provide the requested documents in time. DDG may refuse or end an engagement if this verification is not completed to its satisfaction. Where DDG is obliged to do so under the Dutch Anti-Money Laundering and Anti-Terrorist Financing Act (Wwft) or similar law, DDG reports unusual transactions to the competent authority, such as FIU-Nederland. The law may prohibit DDG from informing the Client of such a report.

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13. DATA PROTECTION

13.1 DDG processes personal data in accordance with the General Data Protection Regulation (EU) 2016/679 (GDPR), Turkish Law No. 6698 on the Protection of Personal Data (KVKK) and other applicable data protection laws. More information is given in the DDG Privacy Statement, available at www.demirdeniz.com/privacy.pdf.

13.2 DDG processes personal data only to perform the engagement, to comply with legal obligations such as identification and verification duties, to manage the client relationship and to communicate about relevant professional matters. The legal basis is the performance of the agreement, a legal obligation or the legitimate interest of DDG.

13.3 DDG takes appropriate technical and organisational measures to protect personal data against unauthorised access, loss or misuse. Identity documents are kept only as long as required by law.

14. TERMINATION

14.1 The Client may terminate an engagement at any time by written notice.

14.2 DDG may terminate or withdraw from an engagement, in whole or in part, at any time by written notice without giving reasons. Article 7:408(2) of the Dutch Civil Code does not apply. Where reasonably possible, DDG informs the Client of any deadlines known to DDG and gives the Client the opportunity to arrange for the work to be taken over.

14.3 In any case, DDG may terminate an engagement with immediate effect if:

(a) the Client does not pay an undisputed invoice within thirty (30) days after its due date;

(b) the Client provides materially false or misleading information;

(c) continuing the engagement would breach applicable law or professional obligations; or

(d) the Client acts in a way that DDG reasonably considers dishonest, unethical or harmful to its reputation.

14.4 On termination, the Client pays all fees and expenses up to the date of termination. Any part of an advance payment that exceeds these amounts is refunded. Commission under clauses 6.2 and 6.3 remains due after termination for transactions with parties introduced or assisted by DDG.

14.5 On request, DDG returns or destroys confidential information of the Client, subject to legal retention duties.

14.6 Clauses 6, 8, 9, 10, 11, 12.4, 13, 14, 16 and 17, and every other clause that by its nature is intended to continue, survive the end of the engagement.

15. FORCE MAJEURE

15.1 DDG is not liable for a delay or failure to perform caused by events beyond its reasonable control, such as natural disasters, government measures, pandemics, armed conflict, cyber attacks or failures of infrastructure.

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16. GOVERNING LAW AND DISPUTES

16.1 These Terms and every engagement between DDG and the Client are governed by the laws of the Netherlands.

16.2 Before starting proceedings, the parties shall try to resolve a dispute through direct negotiation. If this fails within thirty (30) days, either party may propose mediation by a mediator registered with the Mediatorsfederatie Nederland (MfN). Participation in mediation is voluntary. This clause does not prevent either party from seeking interim or conservatory relief, or DDG from collecting undisputed invoices.

16.3 If the Client is established or resident in the Netherlands or in another member state of the European Union, disputes are submitted exclusively to the competent court in Amsterdam, the Netherlands.

16.4 If the Client is established or resident outside the European Union, all disputes arising in connection with an engagement or these Terms, or further agreements resulting from them, shall be finally settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (NAI). The arbitral tribunal consists of one arbitrator. The place of arbitration is Amsterdam, the Netherlands. The proceedings are conducted in English.

16.5 Notwithstanding clauses 16.3 and 16.4, DDG may bring a claim for payment of amounts due before the competent court of the place where the Client is established or has assets.

16.6 The parties may agree in writing on another governing law or another form of dispute resolution.

17. GENERAL PROVISIONS

17.1 Where these Terms require written form, an email or another electronic message is sufficient, unless the Terms state otherwise.

17.2 These Terms, together with the engagement letter or written confirmation and the DDG Privacy Statement, form the entire agreement between DDG and the Client on their subject matter and replace all earlier arrangements on it, without affecting any separate written agreement referred to in clause 2.3.

17.3 DDG may amend these Terms. The current version is published at www.demirdeniz.com/terms.pdf. Amended Terms apply to new engagements. An ongoing engagement continues under the version that applied when it was concluded, unless the Client agrees in writing to the new version.

17.4 If a provision of these Terms is invalid or unenforceable, the remaining provisions continue to apply, and the invalid provision is replaced by a valid provision that comes as close as possible to its purpose.

17.5 A failure or delay by DDG in exercising a right is not a waiver. A waiver must be made expressly and in writing.

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17.6 These Terms are drawn up in English. A translation is for reference only, and the English text prevails in case of inconsistency.

Signed for and on behalf of Demir Deniz Group

Amsterdam, 19 November 2026



Demir Deniz
International Consulting & Advisory | Cross-Border Structuring | Legal Advice

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ANNEX A. CONSUMER CLIENTS

A.1 This Annex applies where the Client is a Consumer. In case of conflict, this Annex prevails over the other clauses of these Terms. Nothing in these Terms limits the rights that a Consumer has under mandatory law.

A.2 All prices for Consumers are stated including VAT. Where Dutch VAT at the general rate of 21% applies, the hourly rate of EUR 200 excluding VAT amounts to EUR 242 including VAT.

A.3 A request by email or another written message under clause 4.1(c) leads to an engagement with a Consumer after DDG has confirmed in writing the hourly rate including VAT, where possible an estimate of the costs, and the information on the right of withdrawal under clause A.4. Clause 4.2 applies from that moment.

A.4 If the engagement is concluded at a distance (for example by email, telephone or video call) or outside the office of DDG, the Consumer may withdraw from it without giving reasons within fourteen (14) days after its conclusion. DDG starts work within this period only at the express request of the Consumer, made on a durable medium such as email. If the Consumer withdraws after work has started at such a request, the Consumer pays a proportionate amount for the work carried out until the withdrawal. The right of withdrawal lapses once the service has been fully performed, if the Consumer expressly agreed that performance could start and acknowledged that the right of withdrawal would lapse on full performance. The Consumer may withdraw by email to global@demirdeniz.com or by using the model form in Annex B.

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A.5 Invoices are payable within seven (7) days after the invoice date. If payment is late, the Consumer owes statutory interest under article 6:119 of the Dutch Civil Code instead of the interest under clause 8.3. Extrajudicial collection costs are charged only after a written reminder giving the Consumer fourteen (14) days to pay, starting on the day after receipt of the reminder, and only within the limits set by Dutch law.

A.6 Clause 11 applies only to the extent permitted by law. The limitations in clause 11 do not apply in case of gross negligence of DDG or of persons engaged by DDG. Clause 11.6 does not apply; the statutory limitation periods apply instead.

A.7 If DDG raises its hourly rate under clause 5.4 during an ongoing engagement, the Consumer may terminate the engagement with effect from the date on which the new rate applies.

A.8 Clause 6.3 applies to a Consumer only if this has been expressly agreed in the engagement letter.

A.9 Clauses 16.3, 16.4 and 16.5 do not apply to a Consumer. A Consumer may submit a dispute to the court that has jurisdiction under the law. DDG brings claims against a Consumer before the court of the place where the Consumer lives. A Consumer who lives outside the Netherlands keeps the protection of the mandatory provisions of the law of his or her country of residence. Complaints can be sent by email to klachten@demirdeniz.com. DDG responds within fourteen (14) days.

A.10 The exclusion of set-off and suspension in clause 8.2 and the time limits in clauses 4.4 and 8.4 do not apply to a Consumer. The second sentence of clause 1.5 does not apply to a Consumer either.

A.11 Towards a Consumer, DDG may terminate an engagement only for serious reasons, such as those listed in clause 14.3, and not in a way or at a moment that causes the Consumer avoidable loss.

ANNEX B. MODEL WITHDRAWAL FORM

Complete and return this form only if you wish to withdraw from the engagement.

To: Demir Deniz Group, Weesperstraat 107, 1018 VN Amsterdam, the Netherlands, global@demirdeniz.com

I hereby give notice that I withdraw from my contract for the provision of the following service:

Service: _____

Engagement concluded on: _____

Name of Consumer: _____

Address of Consumer: _____

Signature of Consumer (only if this form is sent on paper): _____

Date: _____

HEADQUARTERS
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